

Tourism New Zealand 'New Ski-Land Incentive 2024 Qualification' Terms and Conditions ("Conditions")

1. The Promoter

- 1.1 The Promotion is organised by the New Zealand Tourism Board, trading as Tourism New Zealand (ABN 98 058 786 404) ("**TNZ**"), and registered at Level 12, 61 York Street, Sydney, 2000, NSW, Australia (contact email: tnztradeaustralia@tnz.govt.nz).

2. Promotion Entry Period:

- 2.1 The 'New Ski-Land Incentive 2024 Qualification' promotion ("**the Promotion**") will run from 00:01 AEST on 15 April 2024 (**the "Opening Date"**) to 17:00 AEST on 19 May 2024 inclusive ("**the Closing Date**") ("**the Promotion Period**").
- 2.2 All competition entries received after the Closing Date are automatically disqualified.

3. Eligibility

- 3.1 This Promotion is only open to legal residents in Australia who are both (i) aged 18 years or older at the time of entry and (ii) actively employed full time at a travel agency or tour operator as a travel consultant selling leisure travel to New Zealand (excluding employees of airline ticketing agencies), at the time the prize is awarded and up to and including the dates of the Prize ("**Participants**", "**You**").
- 3.2 Employees of TNZ or Air New Zealand (including employees of any of their subsidiaries or affiliated companies) and their immediate families (parents, siblings, spouses, children) and members of their households, and anyone otherwise connected with operation or fulfilment of the Promotion and the immediate family members of, and/or those living in the same household of such persons, are not eligible to enter or win the Promotion.
- 3.3 The Promotion is subject to all applicable Australian laws and regulations.
- 3.4 To be eligible to win a Prize, participants must meet at a minimum the Tier 1 of the Entry Requirements as detailed in Clause 4.4 below.
- 3.5 In entering the Promotion, you confirm that you are eligible to do so and eligible and available to claim the Prize. TNZ may require you to provide proof that you are eligible to enter the competition.

4 Entry Requirements

- 4.1 To enter the Promotion, participants must:
- 4.1.1 Submit an expression of interest via the online entry form at: <https://traveltrade.newzealand.com/au/winter-newskiland/incentive> ("**Online Entry Form**"); and
- 4.1.2 Complete either the Tier One or Tier Two requirements ("**Entry Requirements**") set out in Clauses 4.5 and 4.4 below by 17:00 AEST on the Closing Date.
- 4.2 The completion of the Entry Requirements will be independently verified by TNZ against its own records and the records of Air New Zealand, and participants do not need to take any further steps to confirm their entry once completing the Entry Requirements. All details provided to TNZ and Air New Zealand in the course of completing the Entry Requirements must match the details provided by the participant in their Online Entry Form to be valid. If a participant has submitted an expression of interest via the Online Entry Form but has not completed at least Tier 1 of the Entry Requirements by the Closing Date according to TNZ and Air New Zealand's records, the participant will not be entered into the draw.
- 4.3 The draw that each participant will be entered into is determined by which tier of requirements they complete, as follows:
- 4.3.1 Completion of the Tier One requirements confers entry into the minor prize pool.
- 4.3.2 Completion of the Tier Two requirements confers entry into the major and minor prize pool.

4.4 Tier One Requirements (entry into minor prize pool)

4.4.1 Complete both of the following steps:

- i. Subscribe to [Tourism New Zealand's Australia Trade Newsletter](#) (if not already subscribed); and
- ii. Sign up to Air New Zealand's [duo](#) (if not already registered)

4.4.2 If a participant is already registered/subscribed to TNZ's Trade Newsletter and/or Air New Zealand's duo, they will be deemed to have completed that step. All participants must still submit an expression of interest via the Online Entry Form (Clause 4.1.1 above) to enter the Promotion.

4.5 Tier Two Requirements (entry into major and minor prize pool)

4.5.1 Complete the Tier One requirements and **either** of the following:

- i. Complete Tourism New Zealand's 'How to sell Ski' module at [100% Pure New Zealand Specialist module](#); or
- ii. Log a minimum of one (1) eligible Air New Zealand booking during the Promotion Period from Australia to New Zealand via [duo](#) sales. An eligible booking is a child or adult one-way or return airfare sold and issued on 086 ticket stock, operated by Air New Zealand from an Australian port to New Zealand, excluding bookings for corporate travel. Bookings that are cancelled during the Promotional Period are not eligible.

4.5.2 Participants who complete the Tier Two Requirements will receive one (1) entry into the major prize pool and one (1) entry into the minor prize pool. For every additional eligible ticket logged through duosales, a participant will receive an additional one (1) entry into the major prize pool. There is no limit to the number of entries a participant can earn.

4.6 No purchase is necessary to enter the Promotion and there is no charge to register for use of the website.

4.7 The Promoter will not accept:

- 4.7.1 responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
- 4.7.2 proof of transmission as proof of receipt of entry to the competition.

4.8 By submitting a competition entry, you are agreeing to be bound by these Conditions.

4.9 For help with entries, please see <https://traveltrade.newzealand.com/au/winter-newskiland/incentive> or contact TNZ.

5. Major Prize

5.1 The Major Prize comprises:

- Two (2) return economy flights from an Air New Zealand operated airport in Australia to New Zealand (into Christchurch, returning from Queenstown or Christchurch) provided by Air New Zealand.
- Seven (7) days, six (6) nights, in a maui Ultimate (two berth) motorhome, Christchurch or Queenstown return, provided by 'thl'.
- Christchurch Region:
 - Two (2) nights' accommodation for two in the King Room at The Mayfair Hotel,

breakfast included.

- Akaroa Nature Cruise for two, provided by Black Cat Cruises.
- Entry to the Willowbank Wildlife Reserve for two.
- Mackenzie Region (not available during July school holidays 6 July 2024 to 21 July 2024):
 - One (1) night accommodation for two in the Premium Plus Super King Room at The Hermitage, dinner and breakfast included.
 - Stargazing tour for two, provided by Big Sky Stargazing.
 - Tekapo Springs Winter Wonderland & Wellness Package for two, including hot pools/steam & sauna, ice skating, snow tube and snow play, and a 1-hour Swedish massage at the Glacial Day Spa.
- Queenstown Region:
 - Two (2) nights accommodation for two in the one-bedroom suite at Scenic Suites Queenstown, breakfast and free parking included.
 - The Original Onsen Experience for two at Onsen Hot Pools.
 - Altitude Wine Sampler Tour for two, by Altitude Tours.
 - Milford Sound Day Trip from Queenstown for two by Real NZ.
 - Cardrona Ski Package including lift passes, ski rentals and lessons for two, provided by Real NZ.
 - Intro to Snow Package provided by NZSki.
- 1x AU\$2,000 Kathmandu voucher.

5.2 The Major Prize is valued at approx. AU\$12,500.

5.3 The Major Prize is valid for use between 1 June 2024 to 30 September 2024, with dates subject to change at TNZ's discretion. Prizes in the Mackenzie region are not available during July school holidays: 6 July 2024 to 21 July 2024. Certain experiences and accommodation can only be redeemed Monday to Friday, or need to be booked in advance. Full details will be shared with the Winner in their prize pack.

5.4 All experiences and accommodation included in the prize are subject to availability. The chosen experiences and accommodation included in the prize package can only be used during your time in New Zealand, and subject at all times to availability, demand and the Prize Winner's (and their companion's) acceptance of the terms and conditions of each third-party operator providing the experience or accommodation.

5.5 All flights will be provided by Air New Zealand, to be confirmed by TNZ. Embargo periods apply during school holidays, public holidays, peak season and major events. Air New Zealand will advise if the dates requested are ineligible and work to find a suitable alternative.

5.6 All flights are subject to booking and flight availability, and changes to flight bookings are not permitted once tickets have been issued and neither can any extensions be arranged, even if paid for privately.

5.7 Flight will depart Australia from the Air New Zealand departure airport closest to the Winner's residence as stated on their entry form, being either Sydney, Melbourne, Brisbane or Gold Coast. The location of arrival into New Zealand is Christchurch, subject to change at the discretion of Air New Zealand.

5.8 Flight will depart New Zealand from either Christchurch or Queenstown, subject to change at the discretion of Air New Zealand. If departing New Zealand from Christchurch, the location of arrival into Australia will be Sydney, Melbourne, Brisbane or Gold Coast. If departing New Zealand from

Queenstown, the location of arrival into Australia will be Sydney or Melbourne only.

- 5.9 It is a Winner's responsibility to ensure that they are fit, well and able to travel and participate in the experiences included in the Major Prize. The Promoter reserves the right to withdraw the Major Prize and re-award the Major Prize to another Participant where health reasons or concerns prevent a Winner from taking up the Major Prize.
- 5.10 The Major Prize does not include visas, any transport not set out under Clause 5.1, Australian accommodation, travel insurance, medical insurance, the cost of transfers to and from airports or stations, food and drink, spending money, tax (including any applicable tourism levy) or personal expenses. Any other costs incurred in addition to those set out under Clause 5.1 above and that are incidental to the fulfilment of the prize are the responsibility of the Winner.
- 5.11 The Winner will be responsible for ensuring that they are available to travel and hold valid passports, any necessary visas and travel documents for the trip in question.
- 5.12 The Major Prize is non-transferrable, non-refundable, non-negotiable non-substitutable, and cannot be canceled, exchanged or redeemed for cash. Any further details of a Prize will be communicated to the Winners by email only, by TNZ, Air New Zealand, and the relevant activity providers.

6. Minor Prizes

6.1 There are 20 individual Minor Prizes to be won, comprising:

- 5x AU\$200 Kathmandu vouchers
- 5x cases of wine valued at AU\$270 each (residents of the Northern Territory are not eligible to win this particular Minor Prize).
- 10x Tourism New Zealand merchandise packages including a backpack, water bottle, Keep Cup, notebooks, pens, pins (valued at AU\$149 each)

6.2 Total Minor Prize Pool value: approx. AU\$3,840.

6.3 Minor Prizes cannot be exchanged or redeemed for cash.

7. Winners

- 7.1 Winners of both the Major and Minor Prize Pool will be drawn online on 21 May 2024 at 1pm AEST ("**Draw Date**").
- 7.2 Winners will be chosen by a random electronic draw of entries in each Prize Pool, at Level 12, 61 York Street, Sydney, 2000, NSW. The Major Prize will be drawn first, and each entry has an equal chance of winning the Major Prize.
- 7.3 TNZ will notify the Winners by email by 28 May 2024 at midday AEST using the email address provided with the competition entry.
- 7.4 The decision of TNZ is final and no correspondence or discussion will be entered into.
- 7.5 It is a condition of entry into the Promotion that the Winners consent to TNZ publishing their name, State or Territory and postcode on TNZ's and Air New Zealand's social and trade communication channels on the Draw Date. If you object to any or all of your surname, State or Territory, postcode and winning entry being published or made available, please contact TNZ. In such circumstances, TNZ may still be required to publish in accordance with the applicable State and Territory regulations.
- 7.6 Minor Prizes will be sent to the Minor Prize Winners within one week of the draw.
- 7.7 The Major Prize Winner will be contacted by TNZ with further information about how to redeem and book the prize.
- 7.8 The Major Prize Winner may be required to provide TNZ and Air New Zealand with photos and/or quotes

from their experience in New Zealand and consents to TNZ sharing this content on its social and trade media channels.

8. Claiming a Prize

- 8.1 If you are a Winner, you must claim your Prize by confirming acceptance by email within 7 days of being notified. If a Prize remains unclaimed 7 days after this notification, TNZ will make all reasonable efforts to contact the Winner using the contact details provided at the time of entry. If the Winner cannot be contacted or located after making reasonable inquiries, TNZ reserves the right to choose a replacement Winner by carrying out a further random draw on 4 June 2024 at 1pm AEST at Level 12, 61 York Street, Sydney, 2000, NSW from entries that were received before the Closing Date. The replacement Winner will be notified within 7 days of the re-draw, and their name and postcode will be published on TNZ's and Air New Zealand's social and trade communication channels on the date of the re-draw.
- 8.2 TNZ may require a Winner to verify their entry and provide acceptable proof of identity, age, residency and employment, with verification and approval from the Winner's employer (if applicable). In the event of the winning entry not complying with the Conditions the entry will be discarded and another Winner drawn from the same Prize Pool.

9. Limitation of Liability

- 9.1 To the extent permitted by law, TNZ, its agents, employees and distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of accepting a prize, including as a result of participating in activities included in the Major Prize (e.g. ski activities) except where caused by the negligence of TNZ. The Major Prize Winner's (and their companion's) participation in some activities included in the Major Prize may be subject to agreeing to a waiver of liability as required by a third-party operator. TNZ, its agents, employees and distributors make no representations as to the suitability of any prize for any particular individual.
- 9.2 Your statutory rights are not affected. Nothing in these Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Australian Consumer Law being Schedule 2 to the *Competition and Consumer Act 2010*, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.

10. Personal Information

- 10.1 TNZ and Air New Zealand will only process your personal information as set out in the TNZ privacy policy available here: <https://traveltrade.newzealand.com/au/about/privacy-agreement/> and the Air New Zealand privacy policy available here: <https://www.airnewzealand.com.au/privacy> respectively.
- 10.2 TNZ and Air New Zealand would like to use the details of the Winners for publicity purposes in connection with the Promotion. By submitting an entry to the Promotion, you acknowledge that TNZ and Air New Zealand may use your name and a photograph of you for publicity purposes in connection with the Promotion. If you object to this use, please contact TNZ.

11. General

- 11.1 If there is any reason to believe that there has been a breach of these Conditions, TNZ may, at its sole discretion, reserve the right to exclude you from participating in the Promotion.
- 11.2 TNZ reserves the right to hold void, suspend, cancel, or amend the Promotion where it becomes necessary to do so.
- 11.3 A failure by TNZ to enforce any of its rights at any stage does not constitute a waiver of those rights. This competition is subject to Australian law however all entrants submit to the non-exclusive jurisdiction

of the New Zealand courts.

- 11.4 This competition is in no way sponsored, endorsed or administered by or associated with Facebook, LinkedIn or any media publications used to promote this competition.